

1 THE HONORABLE JOHN C. COUGHENOUR

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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 FREDERICK HEATHER and DAWN
11 WASELL-HEATHER, a married couple,

12 Plaintiffs,

13 v.

14 ALLSTATE PROPERTY AND CASUALTY
15 INSURANCE COMPANY,

16 Defendant.

CASE NO. C18-1179-JCC

ORDER

17 This matter comes before the Court on Defendant's motion for reconsideration (Dkt. No.
18 53) of the Court's order granting in part and denying in part Plaintiffs' motion for partial
19 summary judgment (Dkt. No. 39) and granting Defendant's motion for clarification (Dkt. No.
20 49). Having thoroughly considered the parties' briefing and the relevant record, the Court finds
21 oral argument unnecessary and hereby DENIES the motion for the reasons explained herein.

22 Motions for reconsideration are disfavored. The Court will ordinarily deny such motions
23 "in the absence of a showing of manifest error in the prior ruling or a showing of new facts or
24 legal authority which could not have been brought to its attention earlier with reasonable
25 diligence." Local Rule 7(h)(1). "A motion for reconsideration should not be used to ask the court
26 to rethink what the court had already thought through—rightly or wrongly." *Premier Harvest
LLC v. AXIS Surplus Ins. Co.*, No. C17-0784-JCC, Dkt. No. 61 at 1 (W.D. Wash. 2017) (quoting

1 *U.S. v. Rezzonico*, 32 F. Supp. 2d 1112, 1116 (D. Ariz. 1998)).

2 Defendant argues that the Court made errors and unsupported factual findings in its order.
3 First, Defendant argues that the Court erred when it granted summary judgment on Plaintiffs'
4 claim that Defendant breached the insurance policy when it failed to timely pay the appraisal
5 award. (*See* Dkt. No. 54. at 2–3.) But Defendant failed to dispute its liability for breach of
6 contract. It only clearly challenged Plaintiffs' bad faith and CPA claims. (*See generally* Dkt. No.
7 41.) With reasonable diligence, Defendant could have fully addressed Plaintiffs' motion. *See*
8 Local Rule 7(h)(1).

9 Second, Defendant challenges the Court's findings as to whether Defendant failed to
10 provide a reasonable explanation for its partial denial of coverage for Plaintiffs' contents claim
11 and whether Defendant unreasonably delayed paying the dwelling benefits award. (*See* Dkt. No.
12 54. at 4–6.) However, Defendant's motion repeats facts and arguments previously before the
13 Court and fails to identify a manifest error in the order.¹ *See* Local Rule 7(h)(1).

14 Third, Defendant argues that the Court's order requiring Defendant to produce a privilege
15 log of Plaintiffs' claim file through August 20, 2019 was arbitrary. (*See* Dkt. No. 54. at 6–7.) For
16 the reasons already stated in the Court's two prior orders on this issue, the Court disagrees; this is
17 precisely the date range likely to reveal relevant discovery. (*See* Dkt. Nos. 46 at 3, 53 at 10)

18 Thus, Defendant neither demonstrates that the Court committed manifest error nor
19 provides new facts or legal authority that would alter the Court's ruling. *See* Local Rule 7(h)(1).
20 For the foregoing reasons, Defendant's motion for reconsideration (Dkt. No. 54) is DENIED.

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23 ¹ Defendant points out that the complaint includes allegations regarding coverage only of the
24 *contents* of the home, not the *dwelling* benefits. (*See* Dkt. No. 54 at 5.) If Defendant had
25 exercised diligence, it could have argued this to the Court earlier. Because the Court reserved the
26 issues of causation and damages on this claim, there has not been a conclusive finding as to
liability. (*See* Dkt. No. 54 at 10.) Plaintiffs would need to amend their complaint to prevail on
this claim.

1 DATED this 18th day of February 2020.

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5 John C. Coughenour
6 UNITED STATES DISTRICT JUDGE
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